

**TOWN OF HUNTERSVILLE  
SPECIAL TOWN BOARD MEETING  
MINUTES**

**July 11, 2017  
3:30 p.m. – Town Hall**

A Special Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall at 3:30 p.m. on July 11, 2017.

GOVERNING BODY MEMBERS PRESENT: Mayor John Aneralla; Commissioners Melinda Bales, Dan Boone, Mark Gibbons, Charles Guignard, Rob Kidwell and Danny Phillips.

Mayor Aneralla called the Special Meeting to order.

Mayor Aneralla announced that there were two items for discussion/possible action: (1) discuss and consider possible action on ordinance establishing starting hours on Sundays that businesses may sell certain alcoholic beverages and (2) discuss and consider possible action on contract for the operation of Huntersville Family Fitness & Aquatics.

**Ordinance – Alcoholic Beverage Sales.** Commissioner Guignard made a motion to adopt ordinance to add regulations to the Town of Huntersville Code of Ordinances, Title XI, Business Regulations, Chapter 113: Alcoholic Beverage Sales.

Commissioner Phillips seconded motion.

Motion carried unanimously.

**AN ORDINANCE TO ADD REGULATIONS TO THE  
TOWN OF HUNTERSVILLE CODE OF ORDINANCES,  
TITLE XI, BUSINESS REGULATIONS, CHAPTER 113:  
ALCOHOLIC BEVERAGE SALES**

**Whereas**, the North Carolina General Assembly has recently authorized expanded Sunday sale times for certain beverages and the law has become effective upon the Governor's signature; and

**Whereas**, Session Law 2017-87 permits individual cities and counties to make their own decision about implementing the provisions of that law, and NCGS §160A-205.3, makes Session Law 2017-87 applicable to Towns, and whereby the Town of Huntersville chooses to implement the authority found in Session Law 2017-87 for the benefit of its businesses and citizens.

**NOW, THEREFORE** be it **ORDAINED** by the Town of Huntersville Board of Commissioners that:

**Section 1. A new Chapter 113, Alcoholic Beverage Sales, Section 113.01 of the Code of the Town of Huntersville is added to read, as follows:**

§ 113.01: Sunday Sales

Pursuant to the authority granted by Session Law 2017-87, any establishment located in the Town of Huntersville and holding an ABC permit issued pursuant to NCGS §18B-1001 is permitted to sell beverages allowed by its permit beginning 10:00 a.m. on Sundays.

**Section 2. All laws and clauses of laws in conflict herewith are repealed to the extent of any such conflict.**

**Section 3. That this Ordinance shall become effective upon adoption.**

Adopted this 11<sup>th</sup> day of July, 2017.

**HFFA Contract.** Gerry Vincent, Interim Town Manager, said the Board requested staff to advertise an RFQ seeking statements of qualifications and proposals from interested private firms to provide full service management of the Huntersville Family Fitness & Aquatic Center.

An RFQ was advertised and staff received approximately five interested firms. However, based on qualifications and experience, three firms were selected to be interviewed:

1. The Swim Club Management Group (Huntersville, NC)
2. Sports Facilities Management, LLC (Clearwater, FL)
3. Health & Sports Works (Davidson, NC)

Interviews were scheduled and conducted over a span of three weeks. The interviews were conducted by the entire Board of Commissioners, but separately, along with staff (myself, Finance Director Jackie Huffman and Parks & Recreation Director Michael Jaycocks). Staff noted that all three firms were qualified in their field of work. However, with relationship to scoring, staff considered Swim Club Management and Sports Facilities Management, LLC as the top two firms.

In addition, the Board interviewed all three firms separately over the same span of time with staff and indicated a strong preference with the Swim Club Management Group in Huntersville. This action is up for consideration of the Board. Attached is a matrix for the Board to review. *Matrix attached hereto as Exhibit No. 1.*

As far as financial implications, we have discussed the contract. If there is a change, staff will review along with Jackie Huffman and Bob Blythe in the Legal Department, to determine the cost associated the terms of the contract.

Commissioner Gibbons said I guess from what I've seen since I came on the board and somewhat before I came on the board, I think HFFA is a big topic mostly because of the amount of money that goes into the facility. A lot of that money we are obligated to because this building was built and an agreement was made a long time ago. It's a beautiful facility and there aren't many like it, if any, in the area and it is a large portion of our budget.....about \$4 million out of a total of \$60 million, which \$60 million includes all of our enterprise funds. It is a large portion of our budget. Larger than the fire department, actually.

As we've gone on and looked at it there's been discussion of the fact that each year of operation it takes a large portion of hotel/motel tax to keep it balanced, I guess would be the term I'd use. Between the operating revenue and the operating cost we have to put in dollars out of hotel/motel tax to make that balance. What amount should that be. I personally would like to see that amount be as little as possible and I don't know if it ever could be none because it is a challenging place to operate.

I think another big issue that comes with this is that this place has been operated for 15 years and this is the first time that a competitive bid process was undergone. I firmly believe that government should be doing an open, transparent bid process on all contracts, especially this large, at some periodic timeframe. I would like to think a maximum of 5 years, probably more like 3. That's again Mark Gibbons' opinion and it goes along with good government practices but it hasn't been done. Why? A couple of excuses was there's no one else that can do this job, no one else that would bid for this and so when this was put out, as Mr. Vincent said, there were five bids that came in and after being reviewed, three of those were qualified firms.

I think that's what brings us to this point. I find it to be my fiduciary responsibility to all the taxpayers of Huntersville to look at such an expenditure and to try to see if what we are doing is the right thing to do. Is there some way we can do something different. In the past two years there has been a HFFA oversight committee established and there have been meetings and there's been some direction from the Board and there has been to some degree, I guess, some attempts to make changes. In hearing this, we've heard proposals that would tell us that we can be on a glide path to profitability by what one company was telling us. Another is telling us that we can save a considerable amount in expenses and cut down on that hotel/motel tax, which would lead us to what our Finance Director would happily like to see done is us to start to knock down a \$5.5 million debt that the Town took from the General Fund Balance and loaned to the HFFA enterprise 15 years ago and there's never been a dime paid back to that. And again I'm not here today to point blame at individuals. I just am here to say the path we are on does not get us closer to those goals. I'll start with that comment and say that I got to sit in and listen to these three. I think that everybody put in a good effort to come and talk to us about what they could offer and I was one that thought that Swim Club Management Group that is here in Huntersville, a Huntersville business, offered a plan that I think might be something we should look at trying in going forward in the future.

Commissioner Kidwell said when this contract was passed three of us that are currently up here were sitting on this board. I can't remember the exact vote, but I think three of us voted against it.....two of us.....so two of us voted against it. And the main reason at that point was that it had not been bid out. That being said, the board passed it. Whether it was 4 to 2, 5 to 1, 3 to 3, 6 all, it passed. We have a contract. Now it's not like a contract with your cell phone company where you pay a couple of hundred bucks and you are out and you have a new cell phone company and keep the number. It's not like switching cable companies where you don't like DirecTV, you've got AT&T, don't like AT&T you swap back to somebody else. This is a lot larger and we talk about doing our due diligence for the taxpayers and I agree with that.

The issue I have is we have an estimate, but we still don't know the cost of getting out of the contract. Without knowing that cost we are not making the right decision to switch out of that contract. It could be \$100,000, it could be \$200,000. And you have to take that into consideration. And just like when you switch cable companies, it's all nice at first and then things kind of start oh sorry you need a HDTV that's an extra \$5 a month. You want to record something, that's an extra \$5 a month. It starts adding up there. Those things can and will happen regardless.

Back to the basics here, we as a Board in different sessions sat in and listened to three different companies make some pretty good pitches. However, HSW has not only said that they could knock I think it was \$30,000 or \$33,000 off the current contract but if we accept that I'm sure we could work that into no penalties, so in the remainder of the two years left on it you are saving \$60,000. It's a pretty good chunk of change no matter who you are. And if the board at that time still wants to look at different options they have the ability 6 months prior to bid it out and go through this process again.

HFFA provides a service that the Town is responsible for and we've contracted this company to do it. Yes, they use tax dollars. There's not a lot else we can use those Visit Lake Norman tax dollars for. We can push them into Parks & Rec as much as possible. You can only flood it with so much. At this time, as you can tell by the matrix up here, I recommend no change. I recommend that and I'll make a motion to the fact.

Commissioner Kidwell made a motion that we work with HSW, Health & Sports Works, with the new contract that they have dropped the price on, not including any penalties going forward and we continue on this path and then when it's time for renewal, we do it then.

Commissioner Bales seconded motion.

Commissioner Boone said I've got a question on the contract. Who originally wrote the contract that was signed.

Bob Blythe, Town Attorney, said the present contract was built upon the previous contracts with various changes and so forth in that period of time which I think was 2005 or 2006. I think even then it was a matter of some people putting in their input, others putting it in, it's just built upon that. I can't really say who specifically wrote the contract. I think without question both parties were involved in coming up with the contract.

Commissioner Boone said so are you saying the Legal Department wasn't involved in writing the contract.....you just oversaw the final product.

Mr. Blythe said if you mean the particulars of this last contract, as I said, for the most part the changes were based upon the previous contracts so did I sit down and draft an original contract in 2016 according to what they were putting forth, no of course we didn't. Frankly, I'm not sure who submitted this particular form, but it was reviewed by all parties.

Commissioner Bales said the current contract that we are now in, my recollection is that the current board sitting made the recommended changes that were then added to that contract. That's the way I recall it, because I know that Commissioner Phillips and I sat with the Town Manager and asked for certain things to be changed around several years prior to the contract being up for renewal.

Commissioner Boone said so Commissioner Bales you are saying that some commissioners were sitting down with the Town Manager.....

Commissioner Bales said to discuss the changes that we felt should happen and the Town Manager took it and I'm sure it went to our Town Attorney to work through those recommended changes within the contract.

Commissioner Boone said so two commissioners and the Town Manager.

Commissioner Bales said I don't know if the other commissioners had made their own recommendations. I just know that for me, Commissioner Phillips and I were sitting with the Town Manager and made some suggestions that obviously got into the contract.

Commissioner Phillips said since the contract has been brought up, isn't there a provision in the contract that the Town can get out and isn't it pretty much stated what those parameters are for this particular kind of case when it comes up or should it arise.

Mr. Blythe said that is correct.

Commissioner Phillips said I had a lot to say on this matter but it kind of struck me as I was looking at our Town staff and even their recommendations.....it's kind of funny, it kind of shocked me, really. But Swim Club Management Group and Sports Facility Management actually tied with the current Manager, Mr. Vincent, Jaycocks and our Finance Director Huffman and HSW ranked last. And so with this project in the contract to get out have you crunched any numbers to see what it would cost us.

Mr. Blythe said the only number I have crunched is the one that's fairly significant, that is fairly obvious and that is there is an amount equal to the base fee for six months of the base fee. Now that would be the current base fee. The original base fee under the contract July 1, 2016 was \$183,565. That contract was effective on July 1, 2016. The contract provides for an automatic 3 percent increase in the base fee annually. So if you add 3 percent of that amount to it, I came up with \$189,070 and half of that would be \$94,535.45. That's just me.....I'm not a numbers person. Having said that, there's another provision in there for the payment of 8 weeks' severance and a lot of people have been using the term for directors. That's not what the contract says. The contract says department heads and those figures I do now know.

Commissioner Phillips said your best guesstimate, sir.

Mr. Blythe said I don't have one. I don't have any idea what these people, who they are, how many there are and what numbers they are being paid. I'll defer to people that know those numbers.

Commissioner Phillips said I've got a question for Ms. Huffman. Would you have any idea as to how many people.

Jackie Huffman, Finance Director, said we don't get information that tells me who's a department head and who's not, so I don't know how to calculate that number. I don't have information that will allow me to calculate that number.

Commissioner Bales said so since this matrix was brought up by Commissioner Phillips, I do want to make a point that the way that I viewed this matrix was that this matrix was based off the interview only and not on anything additional, so if you are looking at my particular scores, I'm not necessarily saying one is better than the other, my scoring was based solely on the presentation that we saw, nothing else. And there are a lot of other extenuating factors in making this decision today.

Mayor Aneralla said we started this process out by saying we need to be competitive and put out all our contracts for competitive bid. The current management fee is \$183,000 plus the 3 percent that you heard, so for this year it would be \$189,000. All three proposals came back with a management fee for HSW of \$156,000, Sports Facilities Management \$174,000, Swim Club Management Group \$58,000. In addition, if you can see where I starred (*refer to Exhibit No. 2.*) the budgeted operating expenses for 2017-2018 fiscal year versus the 2016-2017 fiscal year, \$238,000 less of expenses budgeted. If we do nothing else tonight we have saved the town's taxpayers \$27,000 if you go with HSW plus the \$238,000; \$10,000 or so with Sport Facilities Management if we go with them, plus the \$238,000; and Swim Club Management \$58,000, plus the \$238,000. If you go with Swim Club Management for the 4 years of the contract, you are talking about a \$502,000 savings, plus the \$238,000. Obviously each year the expenses would be different. If you go with HSW it would be \$110,000, plus the \$238,000, which is \$348,000. This is why you have to put things out for bid. This is what happens in life when you have competition. The other thing that people should know is both contracts, the HSW and the Swim Club Management.....the bonus or the at-risk bonus which bugged me that a facility or entity could have negative operating cash flow and still have a bonus, well both of those do not have that provision and in

addition Swim Club Management not only would they have no bonus at operating income, they would have no bonus with paying the interest or after the interest. That's the second star down there, so that's \$300,000 worth of interest before they would have to pay, before they would get any bonus or the entity would have to create, and then there was some profit sharing.

In addition some of the differences that I saw and this is going to be something as long as I'm involved with the contract is at will with Swim Club Management which means you can cancel the contract with 30 days' written notice, no severance in either of the two contracts. I'm going to reiterate this is why you have to have competition for this.

I think Commissioner Kidwell mentioned or Commissioner Gibbons the hotel/motel tax, not only does it go to pay for something like this to make up the difference but it also goes to pay for the Parks & Rec Center. We had to dip in \$1,000,000 or so into the hotel/motel to pay for the cost overruns of that facility. In addition, Commissioner Gibbons mentioned that many years ago the Town took from the General Fund \$4,740,000 and lent to HFFA Enterprise Fund and then a year later took another \$350,000 out of the General Fund so this goes back on June 30, 2009 you see where I start \$5,090,000 and this is this year.....that \$5,090,000 is still there. If we can generate some additional revenues out of HFFA or cut down expenses, the hotel/motel tax potentially we could start paying this down and if the enterprise fund pays the general fund then the general fund has the ability to put into other things like roads, greenways, sidewalks and a number of things. I think the issue initially was can anybody out there.....are they interested in this. And you had five different entities. I think I knew a couple of them personally. One didn't make the cut and one did, but the fact is that there were companies out there that were willing to compete for this business and we need to remember that and regardless of what the Board decides today we've saved the taxpayers at a minimum \$348,000 over at least the next 4 years and I think we'll have a better contract at the end of the day whether it's with Swim Club Management or HSW, a much more flexible contract.

I'm going to give everybody a preview because it's going to be public knowledge in a little bit, but the Assistant Town Manager, next Monday we're offering him the ability to be the full-time or permanent town manager and his contract is at will. That's the way it should be. You need to perform. As much as this is a government entity we are trying to run it as efficiently as possible. Those are my comments.

Commissioner Kidwell said Gerry, Bob, Staff, anybody, how many vendors are we currently contracted with. How many contracts do we have out there.

Commissioner Phillips said Mr. Kidwell, I hope you can get that information today.

Ms. Huffman said it would be in the hundreds.

Commissioner Kidwell said so hundreds of contracts out there so I'm assuming if we are going to in mid-term contract look at reviewing it and putting it out for RFP, we are going to do the same for the other hundreds of contracts out there as a Board and we are going to go through this same process again as a Board meeting with multiple vendors who say they possibly could do a better job. I say that rhetorically because we're not. It's not going to happen. Staff doesn't have time. I just as heck don't have time. It's just not cost effective or feasible. What we have here today and what my motion has been is we remain with HSW. We save \$30,000 a year. That's \$60,000 over the next 2 years of the contract.....six months before it's ending we put it out for RFP if the Board at that time chooses to do so and accept any new offers at that point. What's that save us. More than just the \$60,000 a year. It saves us the \$100,000 to \$150,000, the number we don't know about off the bat. It doesn't matter if another company is going

to come in and say well you're going to make that up in a year or two years or whatever. We have already made several hits to our general fund for road improvements, for purchasing houses for the two-way pair down here. We've dug in enough. It's time we pull back.

Commissioner Guignard said one of the things we've talked about is the hotel/motel tax. I believe, and I may be wrong, there's only two people in this room that went to Raleigh 17 or 18 years ago and fought for that tax and one is sitting in the audience and one is sitting at the dais and those monies are here because we fought hard for that small city to the south to not continue to be the sinkhole of our money. Hotel/motel tax I don't know the specifics, I feel sure that Jackie Huffman could tell me those specifics but I think that there's probably plenty of ways that those monies can be spent that would benefit the citizens in this situation. I voted against the way this building was funded in the late 1990's and I think I have been proven right that this building has not done what I was given a spreadsheet of before it opened that it would be profitable and be making the town money in 3 years. I think the numbers that Commissioner Gibbons has already put forward and the Mayor has already put forward shows that. The other question that has been talked about is how much is it going to cost us to get out if we voted to get out of the situation. I don't think that there's probably but one or two people in this room that can tell us that information and probably now is not the time to ask that. But Bob Blythe the attorney has told us it's not directors but in the contract it says department heads, but the number that has been floated around at least to the majority of the elected officials, if not all the elected officials, is that there are 16 directors/department heads, it depends on how you want to define them for the conversation. What is ironical to me and Mr. Manager if you will tell me if I miss a department, we have an Engineering Department, we have a Parks & Rec Department, we have a Finance Department, we have an Admin Department, we have a Planning Department, I'll give the police four – Chief and the three captains/major that you've got, Fire because we've got three fire departments, one being built I'll say there's four there. And I'll give the Electric department one or two folks, all that together doesn't quite add up to 16. I think it is incumbent upon us if we move forward to be sure with the attorney when he talked about department heads as to what that actual number is because that does not seem like a judicious number for us to be looking at before we start guessing as to what that number might be to come out of this.

As I have stated I voted against the way this was financed and I voted against the location. I don't think there's many people in this room that argue the location is probably one of the biggest negatives to the building. I'll just leave it at that before I say what the truck driver part of me might want to say. So that's not been proven wrong. The \$100 million plus or minus that we will have given away to Duke Energy, which is not being discussed as a part of this, but that's not wrong and then assuming that the Mayor and Commissioner Gibbons are correct the \$10-11 million that has been added to that not counting the \$5 million makes me ponder as to after 15 plus or minus years is it time for a change.

Commissioner Bales said so I agree with Commissioner Kidwell. The time to make this review is in 2019. It is not now. I've got a quick question for Ms. Huffman. Looking back 2016/2017 did HFFA make a profit, even a small one this past year. Do you know where we are right now?

Jackie Huffman, Finance Director, said so for the FY 17 financials you've got May in our financial statements and if memory serves the loss was about \$238,000, but remember we record expense up front and then the revenues come in, so printed one day this week we were about.....that loss had been narrowed to about \$43,000.

Commissioner Bales said so we were pretty break even.

Ms. Huffman said there are additional revenues that we will record. There are additional expenses that we will record, but earlier this week it was a \$43,000 loss.

Commissioner Bales said so we are inching our way forward and I know that just sitting on the HFFA committee that those revenues will continue to trickle in for what another 30 days.

Ms. Huffman said so it's complicated. I would say any revenues we don't have recorded by about the 21<sup>st</sup>, definitely the 28<sup>th</sup>, we'll just have to book in FY 18.

Commissioner Bales said first of all I thought Commissioner Kidwell made a very sound point that we would not put out all of our contracts and start sitting here and reviewing them all because we won't. But here's the question that I have. What does this say to any other company that would like to do business with us if we are willing in the middle of a contract to just throw it away. What does that say. Where is our word. Are we keeping our word with this. Sitting through this interview process, first of all I want to say thank you to the Mayor for not being a part of that interview process. I think that was the right thing for you to do and I respect that, so thank you. Going through this interview process and looking at these three companies and looking at the material that they provided us, something really bothered me and it was a question that I asked and half of this Board doesn't even know that question. But the question that I asked was how long, and this was to Swim Club, how long has your transition team been together. And the answer was he pulled his transition team together for this job a year ago. We weren't even discussing putting this out to bid a year ago. That bothered me. And that is why my score for that presentation was lowered to a 2....that answer alone. We put this out for bid in March, not last year. That was the answer that I got and that's bothered me ever since. So we need to be very careful with what we are doing moving forward. A company can tell us that they can make money only to find out that our General Fund is getting drained in another year. I don't want to make any rash decisions and I think holding the line and keeping our word finishing a contract out at least until the contract says it's the appropriate time that we can then put it out for bid, that's the way we need to do business, do it honorably and I do not believe that is what we are doing here today.

Commissioner Gibbons said while I appreciate what both of my colleagues, Commissioner Kidwell and Commissioner Bales, have said here, first I want to make it very clear to everyone out there whether you are involved, whether you run the place, whether you want to run the place, we bastardized the word profit. Nobody's made a profit. We are not going to make a profit this year and no matter who runs it we are not going to make a profit next year. We are going to put hundreds of thousands dollars of taxpayer money into making this balance. So that conversation was just had with the hotel/motel tax being pumped in to make it work.....we are going to come up to a number that was equal to revenue and expense. We are not making a profit. Any taxpayer out there, I'm sorry, you are not profiting off of this enterprise.

As far as breaking a contract and being honorable. That's why the stipulations of what you have to do to get out of the contract are in there, that if you are in a contract and it's not working for either party, there are terms that allow you to get out of the contract. I don't know what measure anyone else puts on this but I cannot find a measure to where this contract has been working for the last 15 years. I say you can put your head in the sand for two more years and Commissioner Kidwell says we'll save \$30,000 a year by doing that. No, let's say nothing changes, another entity takes over and they spend just as much money but their management fee is \$100,000 less, well we have \$100,000 each of those years and let's say that \$100,000 goes right to pay the cost to get out of the contract then we're even, but we haven't lost anything in 2 years and we tried something else, tried something different for the taxpayer and 2,750 I think is a rough number of members over there or family members, you can add whatever

number family members might be added to that, but 2,750 something paid memberships, there's 57,000 plus people in this town and growing so what do the other 55,000 people get for the money we pump into this building. I understand the people in this room, you've all probably got some personal attachment to this – you work there, you run the place, you are members there, and it's a nice place, don't get me wrong, but I cannot sit here as an elected commissioner of everyone in this town and keep pumping hundreds of thousands of dollars a year into a facility that 2,750 members of my community benefit from. We saw comments, the petition that was passed around, we've got all this information and a lot of people made the comment, business people in this town that I personally know and respect, told me keep this, they're doing a great job. I would like to say to any of them that have their business if they hired someone to manage their business and all their customers were happy but at the end of the year they were \$300,000, \$400,000, \$500,000 in the hole and had to keep pumping in, I don't think the manager is going to stay. So if it wouldn't work in their business why is it okay for the Town of Huntersville to keep going with that situation. So I say to stay and do the honorable thing as Commissioner Bales says and stay in this two more years until the date is two years of taking taxpayer money and flushing it down the toilet not even trying to do something different. I don't know if that tells you where I stand on this or not but we've got to change – 15 years, \$11.1 million, \$5.5 million that's not been paid back at all and we are still paying the debt on the building. We cannot continue to do this and look our taxpayers in the eye and say we're up here representing you and doing a good job. I'm sorry that's not the way to do it.

Commissioner Kidwell said so you're not going to support my motion.

Mayor Aneralla called for the vote to renegotiate the contract with Health and Sports Works.

Motion failed 2 to 4 – Commissioners Bales and Kidwell in favor; Commissioners Boone, Gibbons, Guignard and Phillips opposed.

Commissioner Gibbons made a motion that we go with the Swim Club Management proposal and we vote on that to move forward.

Commissioner Phillips seconded motion.

Mayor Aneralla called for the vote.

Motion carried 4 to 2 – Commissioners Boone, Gibbons, Guignard and Phillips in favor; Commissioners Bales and Kidwell opposed.

Mayor Aneralla said I'm sure Mr. Vincent will get up with the appropriate parties. I do know that there is a provision with the Swim Club Management Group to retain the headcount of the current HFFA employees for a minimum of 90 days. I hope that will be conveyed. And then we'll get a timeline of when this will be simulated as quickly as possible.

Commissioner Gibbons said in light of our whole discussion on contracts, Mr. Vincent I just want to reiterate that this contract needs to be a much better written document and not to say it favors one side or the other, it's got to be a fair and well written document that spells things out so we don't have the kind of questions we asked today without answers.

There being no further business, the meeting was adjourned.

Approved this the \_\_\_\_ day of \_\_\_\_\_, 2017.

DRAFT